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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

VALORI STOICAN, on behalf of
herself and all others similarly
situated,

Plaintiff,

vs.

CELLCO PARTNERSHIP dba
VERIZON WIRELESS; and DOES 1
through 10, inclusive,

Defendants.

Case No.: _____

CLASS ACTION COMPLAINT FOR:

(1) VIOLATION OF THE FEDERAL
COMMUNICATIONS ACT;

(2) DECLARATORY RELIEF UNDER
THE DECLARATORY JUDGMENT
ACT;

(3) BREACH OF CONTRACT; AND

(4) VIOLATION OF WASHINGTON
CONSUMER PROTECTION ACT

JURY DEMAND

I. NATURE OF THE ACTION

1.1 This is a consumer class action for, *inter alia*, violations of federal law, Washington state law and common law arising out of defendant's placement of deceptive, misleading and unauthorized charges on consumers' bills. This wrongful conduct predictably involves small amounts of damages, and defendant is attempting to carry out a scheme to deliberately cheat large numbers of consumers out of individually small sums of money. Plaintiff brings this action in her own right and on behalf of a Washington state class of all others similarly situated.

1.2 All allegations made in this Complaint are based upon information and belief except those allegations that pertain to the plaintiff, which are based on personal knowledge. Each allegation in this Complaint either has evidentiary support or, alternatively, pursuant to Rules 8(e)(2) and 11(b)(3) of the Federal Rules of Civil Procedure, is likely to have evidentiary support after a reasonable opportunity for further investigation or discovery.

II. JURISDICTION AND VENUE

2.1 Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1331 because this matter involves a federal question, namely a violation of 47 U.S.C. § 201. Further, pursuant to 47 U.S.C. § 207, jurisdiction is proper in this Court because this is a suit for the recovery of damages under the provisions of the Federal Communications Act. Jurisdiction is also conferred on this Court by 28 U.S.C. § 1332(d), as amended by the Class Action Fairness Act of 2005. In addition, under 28 U.S.C. § 1367, this Court may exercise supplemental jurisdiction over the state law claims because all of the claims are derived from a common nucleus of operative facts and are such that Plaintiff ordinarily would expect to try them in one judicial proceeding.

2.2 Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2) and 1446(a) because the defendant transacts substantial business within, and is subject to personal jurisdiction in, this judicial district, and because a

1 substantial part of the events giving rise to the claims asserted herein took place in
2 this judicial district.

3 **III. PARTIES**

4 3.1 Plaintiff Valori M. Stoican (hereinafter "Plaintiff Stoican") is, and at
5 all times relevant to the claims alleged herein was, a resident of Allyn,
6 Washington.

7 3.2 Defendant Cellco Partnership (hereinafter "Cellco" or "Defendant")
8 is, and at all times relevant hereto was, a Delaware general partnership with its
9 principal place of business located in Bedminster, New Jersey. Cellco conducts
10 business under the name Verizon Wireless.

11 3.3 Plaintiff Stoican is unaware of the true names, identities and
12 capacities of the defendants sued herein as DOES 1 through 10. Plaintiff Stoican
13 will amend this Complaint to allege the true names and capacities of DOES 1
14 through 10 when ascertained. Plaintiff Stoican is informed and believes, and
15 thereupon alleges, that each of the defendants sued herein as a DOE is legally
16 responsible in some manner for the events and happenings set forth herein, and has
17 proximately caused injuries and damages to Plaintiff Stoican as set forth below.

18 3.4 Whenever, in this Complaint, reference is made to any act, deed or
19 conduct of Defendant, the allegation means that Defendant engaged in the act,
20 deed or conduct by or through one or more of its officers, directors, agents,
21 employees or representatives who was actively engaged in the management,
22 direction, control or transaction of the ordinary business and affairs of Defendant.

23 **IV. FACTUAL BACKGROUND**

24 4.1 Plaintiff Stoican has been a Verizon Wireless customer for more than
25 10 years. Each month she receives a monthly bill from Defendant detailing her
26 wireless telephone charges.

27 4.2 In or about March 2009, Plaintiff Stoican went into the Verizon
28 Wireless store to add a line to her existing Family SharePlan. At the store, Plaintiff

1 Stoican was offered a free 30-day trial of a service called Verizon Navigator.
2 According to Defendant's website, Verizon Navigator is a \$9.99/month service
3 that "uses GPS positioning to tell you where you are, what's nearby, and to give
4 you directions - quickly and easily." Plaintiff Stoican decided that she did not want
5 the service and declined Defendant's offer to add the Verizon Navigator service to
6 her phone.

7 4.3 Despite Plaintiff Stoican declining this service, beginning with
8 Plaintiff Stoican's May 13, 2009 bill, under the section of Plaintiff Stoican's bills
9 labeled "Charges", unauthorized charges appeared each and every month for more
10 than 9 months. These charges were labeled "VZ Navigator – Advanced Devices",
11 were always \$9.99 each and appeared on only one line of one page buried deep in
12 Plaintiff Stoican's bill.

13 4.4 When Plaintiff Stoican noticed these charges, she contacted
14 Defendant about these charges and informed Defendant that this must be a mistake
15 because she specifically refused to have the Verizon Navigator service added to
16 her phones and because that service was never utilized by her phones.

17 4.5 Despite the fact that she did not order or use the Verizon Navigator
18 service, Plaintiff Stoican was told by the Verizon Wireless customer service
19 representative that it was the company policy to only refund three months worth of
20 charges. Plaintiff Stoican asked to speak to a supervisor, was transferred to a
21 supervisor and was told "our position is that if you took more than three months to
22 find the problem, then it's really your own fault you paid so much."

23 4.6 Plaintiff Stoican has paid each bill in full, including many
24 unauthorized charges for which she has not received a credit.

25 4.7 In addition, the "VZ Navigator – Advanced Devices" entries on
26 Defendant's billing statements to its customers are not sufficiently clear in
27 presentation and are not specific enough in content to enable a reasonable
28 consumer to accurately assess whether the services for which he/she was billed

correspond to those services that he/she has requested and received. True and correct copies of excerpts from Plaintiff Stoican's monthly billing statements for May 2009, June 2009 and September 2009 are attached hereto collectively as Exhibit "A".

V. CLASS ACTION ALLEGATIONS

5.1 Plaintiff Stoican brings this action, on behalf of herself and all others similarly situated, as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. The class that Plaintiff Stoican seeks to represent is defined as: all residents of the State of Washington who have been charged and have paid for the Verizon Navigator service after cancelling such service or without ever specifically requesting such service from Defendant ("the Class").

5.2 This action is brought and properly may be maintained as a class action pursuant to the provisions of F.R.Civ.P. 23(a)(1)-(4) and 23(b)(1), (b)(2) or (b)(3) and satisfies the requirements thereof.

5.3 While the exact number of members of the Class is unknown to Plaintiff Stoican at this time and can only be determined by appropriate discovery, membership in the Class is ascertainable based upon the billing records maintained by Defendant. Indeed, many Verizon Wireless customers are complaining about this same problem on the Internet:

5.3.1 On the website <http://800notes.com/Phone.aspx/1-800-350-2830>, an Internet poster named Valerie claims: "I was being charged for Navigator since Jan. 14 on my Verizon account. Verizon says I downloaded the Navigator program on my cell phone on Jan. 14. I know that I did not download the program. . . . Verizon has been charging me an extra \$10.00 a month for the Navigator program that I do not use and did not download."

5.3.2 On the website <http://text.broadbandreports.com/shownews/Verizon-To-Refund-Millions-For-Unwanted-Ring-Tones-103115> an Internet poster wrote: "I wonder if they're also going to stop charging people for "free

1 trials" that they've tried to cancel repeatedly. When I upgraded my phone around
2 the beginning of the year, it came with some free trials (VZW Navigator &
3 something else.) I never even tried it out, so I cancelled it a week before the trial
4 period was even up -- or so I thought. For the next few months, they kept trying to
5 bill me for it anyway. I'd call in, get a credit issued, and supposedly the services I
6 didn't want were cancelled. Then the same thing would happen next month. . . I
7 understand mistakes and glitches happen, and I wouldn't be too upset if it had
8 happened just once. But for it to happen repeatedly like this is simply inexcusable."

9 5.3.3 On the website [http://www.my3cents.com/companyReview.cgi?](http://www.my3cents.com/companyReview.cgi?compid=556&subcat=6)
10 [compid=556&subcat=6](http://www.my3cents.com/companyReview.cgi?compid=556&subcat=6) an Internet poster wrote: "Unbelievable is the first word
11 that comes to mind related to. . . the nightmare, that dealing with Verizon has been
12 for myself and my family since May of 2008 Our bills reflect services we
13 have never requested (navigator, unlimited games etc.). Hours and hours (at least
14 20 in total over the last months) on hold with Verizon Wireless who then transfer
15 us to the landline bill pay center who transfer us to "one bill" and none of these
16 folks can help us. They each refer to the other. A 1/2 day of PTO time wasted last
17 week to visit the Verizon Store and guess what? They could not help either."

18 5.3.4 On the website <http://coreyshields.com/node/69> an Internet
19 poster wrote: "When Linds' got her new phone, they asked if we wanted VZ
20 Navigator and some other service. I told them no. She said that I had the VZ Nav.
21 for free for one month and all I had to do was cancel it on the phone. I marked it on
22 the calendar and made sure that I canceled it before the month was over. The next
23 bill I had a \$10.99 charge for VZ Navigator."

24 5.4 At this time, Plaintiff Stoican is informed and believes that the Class
25 likely includes thousands of members. Therefore, the Class is sufficiently
26 numerous that joinder of all members of the Class and in a single action is
27 impracticable under F.R.Civ.P. 23(a)(1), and the resolution of their claims through
28 the procedure of a class action will be of benefit to the parties and the Court.

1 5.5 Common questions of law and fact exist as to the members of the
2 Class, as required by F.R.Civ.P. 23(a)(2), and predominate over any questions that
3 affect only individual members of the Class within the meaning of F.R.Civ.P.
4 23(b)(3).

5 5.6 The common questions of fact include, but are not limited to, the
6 following:

7 5.6.1 whether Defendant has engaged in a practice of unauthorized
8 billing for Verizon Navigator;

9 5.6.2 whether Defendant fully and adequately disclosed to consumers
10 its billing policies and practices for Verizon Navigator; and

11 5.6.3 whether the class members have sustained damages as a result
12 of Defendant's practice of unauthorized billing for Verizon Navigator and, if so,
13 the proper measure and appropriate formula to be applied in determining such
14 damages.

15 5.7 The questions of law that are common to the members of the Class
16 include, but are not limited to, the following:

17 5.7.1 whether Defendant's practice of unauthorized billing for
18 Verizon Navigator and/or Defendant's failure to make full and adequate
19 disclosures to its customers concerning its billing practices violates §201(b) of the
20 Federal Communications Act;

21 5.7.2 whether the class members are entitled to the declaratory relief
22 sought herein;

23 5.7.3 whether Defendant's practice of unauthorized billing for
24 Verizon Navigator and/or Defendant's failure to make full and adequate
25 disclosures to its customers concerning its billing practices constitutes a breach of
26 the terms and conditions of the class members' contractual agreements with
27 Defendant; and

28 5.7.4 whether Defendant's practice of unauthorized billing for

1 Verizon Navigator and/or Defendant's failure to make full and adequate
2 disclosures to its customers concerning its billing practices constitutes an unfair or
3 deceptive act or practice in violation of the Washington Consumer Protection—
4 Unfair Business Practices Act ("CPA"), RCW 19.86.020.

5 5.8 Plaintiff Stoican's claims are typical of the claims of the other
6 members of the Class whom she seeks to represent under F.R.Civ.P. 23(a)(3)
7 because Plaintiff Stoican and each member of the Class have been subjected to the
8 same improper billing practices and have been damaged in the same manner
9 thereby.

10 5.9 Plaintiff Stoican will fairly and adequately represent and protect the
11 interests of the Class as required by F.R.Civ.P. 23(a)(4). Plaintiff Stoican is an
12 adequate representative of the Class because she has no interests that are adverse to
13 the interests of the other members of the Class. Plaintiff Stoican is committed to
14 the vigorous prosecution of this action and, to that end, Plaintiff Stoican has
15 retained counsel who are competent and experienced in handling class action
16 litigation on behalf of consumers.

17 5.10 A class action is superior to any other available methods for the fair
18 and efficient adjudication of the claims asserted in this action under F.R.Civ.P.
19 23(b)(3) since:

20 5.10.1 the expense and burden of individual litigation make it
21 economically unfeasible for class members to seek redress other than through the
22 procedure of a class action;

23 5.10.2 if separate actions were brought by individual class members,
24 the resulting duplicity of lawsuits would cause undue hardship and expense to the
25 Court and the litigants by necessitating multiple trials of similar factual issues; and

26 5.10.3 absent a class action, Defendant likely would retain the
27 benefits of its wrongdoing, and there would be a failure of justice.

28 5.11 In the alternative, this action is certifiable under the provisions of

1 F.R.Civ.P. 23(b)(1) and/or 23(b)(2) because:

2 5.11.1 the prosecution of separate actions by individual class members
3 would create a risk of inconsistent or varying adjudications with respect to
4 individual class members that would establish incompatible standards of conduct
5 for Defendant;

6 5.11.2 the prosecution of separate actions by individual class members
7 would create a risk of adjudications as to them that would, as a practical matter, be
8 dispositive of the interests of the other class members not parties to the
9 adjudications, or substantially impair or impede their ability to protect their
10 interests; and

11 5.11.3 Defendant has acted or refused to act on grounds generally
12 applicable to the Class, thereby making appropriate final injunctive relief or
13 corresponding declaratory relief with respect to the Class as a whole and
14 necessitating that any such relief be extended to the class members on a
15 mandatory, class wide basis.

16 5.12 Plaintiff Stoican is aware of no difficulty that will be encountered in
17 the management of this litigation which should preclude its maintenance as a class
18 action.

19 5.13 The names and addresses of the members of the Class are available
20 from Defendant's records. Notice can be provided to the members of the Class via
21 first class mail or otherwise using techniques and a form of notice similar to those
22 customarily used in consumer class actions arising under Washington state law and
23 federal law. Specifically, notice can be provided to the members of the Class who
24 are current customers of Defendant by including a bill insert notice in the monthly
25 wireless telephone bills sent to Defendant's customers, with the minimal cost of
26 such notice to be borne by Defendant.

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FIRST CLAIM FOR RELIEF

**(Violation Of The Federal Communications Act,
47 U.S.C. § 201)**

6.1 Plaintiff Stoican repeats and incorporates herein by reference each and every allegation in paragraphs 1.1 through 5.13, inclusive, as though fully set forth herein.

6.2 Plaintiff Stoican brings this claim for relief on behalf of herself and the members of the Class.

6.3 Defendant is a common carrier engaged in interstate wireless communication for the purpose of furnishing communication services within the meaning of §201(a) of the Federal Communications Act ("FCA").

6.4 Defendant's practice of unauthorized billing for Verizon Navigator constitutes an unjust and unreasonable charge and practice in connection with communication services and, therefore, violates §201(b) of the FCA. In addition, Defendant's failure to make full and adequate disclosures to its customers concerning the services being provided to them violates CFR § 64.2401 and, therefore, violates §201(b) of the FCA.

6.5 As a direct and proximate result of Defendant's violation of §201(b) of the FCA, Plaintiff Stoican and each member of the Class have been damaged in an amount according to proof at trial.

SECOND CLAIM FOR RELIEF

**(Declaratory Relief Under The Declaratory Judgment Act,
28 U.S.C. § 2201, et seq.)**

7.1 Plaintiff Stoican repeats and incorporates herein by reference each and every allegation in paragraphs 1.1 through 5.13, inclusive, as though fully set forth herein.

7.2 Plaintiff Stoican brings this claim for relief on behalf of herself and the members of the Class.

1 7.3 An actual controversy has arisen and now exists between Plaintiff
2 Stoican and the class members, on one hand, and Defendant, on the other hand,
3 concerning their respective rights and duties in that Plaintiff Stoican and the class
4 members contend that Defendant is engaging in and continues to engage in
5 unauthorized billing practices for Verizon Navigator and is failing to make full and
6 adequate disclosures to its customers concerning the services being provided to
7 them, while Defendant contends that its actions and conduct are lawful and proper.

8 7.4 A judicial declaration is necessary and appropriate at this time, under
9 the circumstances presented, in order that Plaintiff Stoican and the members of the
10 Class may ascertain their rights and duties with respect to Defendant's practices.

11 **THIRD CLAIM FOR RELIEF**

12 **(Breach Of Written Contract)**

13 8.1 Plaintiff Stoican repeats and incorporates herein by reference each and
14 every allegation in paragraphs 1.1 through 5.13, inclusive, as though fully set forth
15 herein.

16 8.2 Plaintiff Stoican brings this claim for relief on behalf of herself and
17 the members of the Class.

18 8.3 Plaintiff Stoican and Defendant entered into a written contract under
19 which Defendant agreed to provide Plaintiff Stoican with wireless telephone
20 service.

21 8.4 Plaintiff Stoican and each member of the Class are parties to written
22 contracts, namely wireless telephone service agreements, with Defendant that are
23 uniform with respect to the provisions applicable to the claims asserted against
24 Defendant.

25 8.5 Plaintiff Stoican and the members of the Class have performed all
26 conditions, covenants, and promises required to be performed on their part in
27 accordance with the terms and conditions of the wireless telephone service
28 agreements, except to the extent such performance was excused, released or

1 waived by the actions, conduct or agreement of Defendant.

2 8.6 Defendant breached its contractual obligations under the wireless
3 telephone service agreements with Plaintiff Stoican and each member of the Class
4 by engaging in the practice of unauthorized billing for Verizon Navigator and by
5 failing to make full and adequate disclosures to its customers concerning the
6 services being provided to them. In addition, Defendant breached its contractual
7 obligations under the wireless telephone service agreements by either cramming
8 Verizon Navigator services on its customers' accounts or continuing to bill its
9 customers for Verizon Navigator service after the customers had cancelled the
10 service.

11 8.7 As a direct and proximate result of Defendant's breach of the wireless
12 telephone service agreements, Plaintiff Stoican and each member of the Class have
13 been damaged in an amount according to proof at trial.

14 **FOURTH CLAIM FOR RELIEF**

15 **(Violation of Washington Consumer Protection—** 16 **Unfair Business Practices Act)**

17 9.1 Plaintiff Stoican repeats and incorporates herein by reference each and
18 every allegation in paragraphs 1.1 through 5.13, inclusive, as though fully set forth
19 herein.

20 9.2 Plaintiff Stoican brings this claim for relief on behalf of herself and
21 the members of the Class. 9.3 Defendant has committed one or more violations
22 of the *Washington Consumer Protection Act*, Washington Revised Code, Section
23 19.86.010, *et seq.* ("Washington CPA") because Defendant has, *inter alia*: (i)
24 engaged in the practice of unauthorized billing for Verizon Navigator; (ii)
25 crammed Verizon Navigator services on customers' accounts; (iii) continued to bill
26 customers for Verizon Navigator services after the customers have cancelled the
27 service; (iv) failed to make full and adequate disclosures to its customers
28

1 concerning the services being provided to them; and (v) refused to credit back
2 more than three months worth of crammed charges.

3 9.4 Defendant's unfair or deceptive acts or practices repeatedly occurred
4 in Defendant's trade or business as part of a pattern or generalized course of
5 conduct, and were capable of deceiving a substantial portion of the public.

6 9.5 The acts and practices of Defendant are unlawful because they violate,
7 inter alia, §201(b) of the FCA.

8 9.6 The acts and practices of Defendant are unfair, even if not unlawful,
9 because they impose charges upon consumers for services that were not authorized
10 by and/or not adequately disclosed to consumers.

11 9.7 Defendant's acts and practices are continuing in nature.

12 9.8 As a direct and proximate cause of Defendant's unfair or deceptive
13 acts or practices, Plaintiff Stoican and the Class have suffered actual damages, in
14 that Plaintiff Stoican and Class members have paid for the crammed Verizon
15 Navigator service.

16 9.9 As a result of Defendant's unfair and deceptive practices, Plaintiff
17 Stoican and the Class are entitled, pursuant to RCW 19.86.090, to recover treble
18 damages, reasonable attorneys' fees, and costs.

19 9.10 Unless Defendant is enjoined from continuing to engage in these
20 unfair and deceptive practices, Plaintiff Stoican and the other members of the Class
21 will continue to be injured and damaged by Defendant's acts and practices.
22

23 **JURY DEMAND**

24 10.1 Plaintiff Stoican demands a trial by jury of all issues and claims so
25 triable in this action.

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RELIEF REQUESTED

Plaintiff Stoican, on behalf of herself and all others similarly situated, requests that the Court enter judgment against Defendant as follows:

11.1 Class Action Certification. For certification of the proposed Class pursuant to Fed. R. Civ. P. 23;

11.2 Notice. For a declaration that Defendant is financially responsible for notifying all Class members about this litigation;

11.3 Under the FCA, 47 U.S.C. § 206. For an award of compensatory damages, restitution, attorneys' fees, and other costs as allowed under the FCA and in an amount to be proven at trial;

11.4 Under the Common Law. For an award of compensatory damages and restitution as allowed under the common law and in an amount to be proven at trial;

11.5 Under the Washington CPA. For an award of treble damages, attorneys' fees, and other costs as allowed under the Washington CPA and in an amount to be proven at trial

11.6 Under the Declaratory Judgment Act. For an order declaring the respective rights of Plaintiff Stoican and Class members and the duties of Defendant regarding the Defendant's practices;

11.7 Injunctive Relief. For an order enjoining Defendant from engaging in the acts and practices alleged with respect to the Verizon Navigator services;

11.8 Attorneys' Fees and Other Costs. For an award of Plaintiff Stoican's and Class members' reasonable attorneys' fees and other costs, as provided by law;

11.9 Interest. For an award of pre-judgment and post-judgment interest, as provided by law;

11.10 Leave to Amend. For leave to amend these pleadings to conform to the evidence adduced during discovery and/or presented at trial; and

11.11 Other Relief. For such other relief as this Court deems just and

1 equitable.

2 Dated this 21 day of June, 2010.

3 **FOLEY BEZEK BEHLE & CURTIS^{LLP}**

4
5
6 By: _____

Peter J. Bezek, WSBA #7900

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Robert A. Curtis (pending pro hac vice)

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Santa Barbara, CA 93105

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Facsimile: (805) 683-7401

EXHIBIT A

EXHIBIT A

P.O. BOX 105378
ATLANTA, GA 30348

Manage Your Account	Account Number	Date Due
My Verizon at www.verizonwireless.com	620556422-00001	05/13/09
	Invoice Number	1541249311

KEYLINE
0 9635211670

VALORI M STOICAN
PO BOX 1005
ALLYN, WA 98524-1005

Quick Bill Summary

Mar 19 - Apr 18

Previous Balance (see back for details)	\$261.89
Payment - Thank You	-\$261.89
Adjustments	-\$27.75
Credit Balance	-\$27.75
Monthly Access Charges	\$201.01
Usage Charges	
Voice	\$.00
Data	\$4.98
Verizon Wireless' Surcharges and Other Charges & Credits	\$31.27
Taxes, Governmental Surcharges & Fees	\$15.08
Total Current Charges	\$252.34

Change to Your Service

*This bill includes monthly access charges for your next bill cycle.

*Due to your recent plan or feature change, this bill may include adjustments to your monthly access charges.

*Usage charges are for your voice, TXT/PIX/FLIX and data usage from your last bill cycle.

Total Charges Due by May 13, 2009

\$224.59

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	My Verizon at www.verizonwireless.com	1.800.922.0204 or *611 from your wireless

VE

Bill Date April 18, 2009
Account Number 620556422-00001
Invoice Number 1541249311

VALORI M STOICAN
PO BOX 1005
ALLYN, WA 98524-1005

Total Amount Due by May 13, 2009

Make check payable to Verizon Wireless
Please return this remit slip with payment

\$224.59

\$.

PO BOX 660108
DALLAS, TX 75266-0108

086377121960



Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

265235: 4221217316675331111211113634511113356: 7

Ex A pg 1 of 6

Invoice Number Account Number Date Due Page
 1541249311 620556422-00001 05/13/09 17 of 24

Summary for Valori Stoican: 360-801-4220

Your Calling Plan

Nationwide Select Family Share Primary 1400
 \$110 \$4975 1107

(see pg 3)

Email & Web for BlackBerry
 3/19 - 3/19

\$29.99 monthly access charge
 Unlimited monthly kilobyte

Beginning on 03/17/09:

20% - Feature Discount

Beginning on 03/17/09:

1 MO Free VZ Navigator

Charges

Monthly Access Charges

Current Calling Plan Add'l Line Refund 03/20 - 04/18	-9.67
Previous Data Plan Refund 03/20 - 04/18	-29.02
20% - Feature Discount 03/20 - 04/18	5.81
TEC Insurance - Asurion Refund 03/20 - 04/18	-5.80
VZ Navigator -Advanced Devices - Refund 03/20 - 04/18	-9.67
1 MO Free VZ Navigator - 03/20 - 04/18	9.67
	-\$38.68

Usage Charges

Voice	.00
Data	.00
	\$0.00

Verizon Wireless' Surcharges

Fed Universal Service Charge	-.21
	-\$0.21

Taxes, Governmental Surcharges and Fees

WA State Sales Tax	-.64
Mason Cnty Sales Tax	-.19
	-\$0.83

Total Current Charges for 360-801-4220

-\$39.72

Usage Charges

Voice		Allowance	Used	Billable	Cost
Mobile to Mobile	minutes	unlimited	1	--	---
(03/19 - 03/19)					
Total Voice					\$0.00
Data					
Kilobyte Usage	kilobytes	unlimited	4146	---	---
(03/19 - 03/20)					
Total Data					\$0.00
Total Usage Charges					\$0.00

P.O. BOX 105378
ATLANTA, GA 30348

Manage Your Account	Account Number	Date Due
My Verizon at www.verizonwireless.com	620556422-00001	06/13/09
	Invoice Number	1551995798

KEYLINE
0 9635211670

VALORI M STOICAN
PO BOX 1005
ALLYN, WA 98524-1005

Quick Bill Summary

Apr 19 - May 18

Previous Balance (see back for details)	\$224.59
Payment – Thank You	–\$224.59
Balance Forward	\$0.00
Monthly Access Charges	\$175.73
Usage Charges	
Voice	\$0.00
Data	\$0.00
Verizon Wireless' Surcharges and Other Charges & Credits	\$4.61
Taxes, Governmental Surcharges & Fees	\$11.36
Total Current Charges	\$191.70

Total Charges Due by June 13, 2009 \$191.70

Introducing Friends & Family®
Get Unlimited calling to the numbers you
call most! Anywhere in America.
Anytime. Check the back of this bill for
details.

Or visit www.verizonwireless.com/myverizon

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	My Verizon at www.verizonwireless.com	1.800.922.0204 or *611 from your wireless

VE

Bill Date May 18, 2009
Account Number 620556422-00001
Invoice Number 1551995798

Total Amount Due by June 13, 2009

Make check payable to Verizon Wireless
Please return this remit slip with payment

\$191.70

\$.

PO BOX 660108
DALLAS, TX 75266-0108

086377121960

☐ Check here and fill out the back of this slip if your billing address
has changed or you are adding or changing your email address.

2662: : 68: 91217316675331111211112: 28111112: 2817

Ex A pg 3 of 6

Invoice Number	Account Number	Date Due	Page
1551995798	620556422-00001	06/13/09	12 of 22

Summary for Valori Stoican: 360-434-0004**Your Calling Plan**

Nationwide Select Family Share Primary 1400
\$110 \$4975 1107

(see pg 3)

Email & Web for BlackBerry

\$29.99 monthly access charge

Unlimited monthly kilobyte

Beginning on 03/20/09:

20% -- Feature Discount

Unl Night & Weekend Min

Unlimited monthly OFFPEAK

M2M National Unlimited

Unlimited monthly Mobile to Mobile

Unl Picture/Video MSG

Unlimited monthly PIX--FLIX

Unl Text Messaging

Unlimited monthly M2M TXT

Unlimited monthly TXT Message

Friends & Family -- Fs Sec**Charges****Monthly Access Charges**

Current Calling Plan Add'l Line 05/19 -- 06/18	9.99
Current Data Plan 05/19 -- 06/18	29.99
20% -- Feature Discount 05/19 -- 06/18	-6.00
TEC Insurance -- Asurion 05/19 -- 06/18	5.99
VZ Navigator --Advanced Devices -- 05/19 -- 06/18	9.99
	\$49.96

Usage Charges

Voice	.00
Data	.00
	\$0.00

Verizon Wireless' Surcharges

Fed Universal Service Charge	.24
Regulatory Charge	.07
Administrative Charge	.85
	\$1.16

Taxes, Governmental Surcharges and Fees

WA State E911 Fee	.20
Mason Cnty 911 Surchg	.50
WA State Sales Tax	.72
Mason Cnty Sales Tax	.21
	\$1.63

Total Current Charges for 360-434-0004

\$52.75

Usage Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	minutes	1400 (shared)	19	---	---
Mobile to Mobile	minutes	unlimited	43	---	---
Night/Weekend	minutes		3	---	---

Total Voice **\$0.00**

Data**Unbilled Usage from Previous Months**

Kilobyte Usage	kilobytes	---	2	---	---
----------------	-----------	-----	---	-----	-----

Current Data Usage

TXT Messaging	messages	unlimited	214	---	---
Unlimited M2M TXT	messages	unlimited	968	---	---
PIX--FLIX Messaging	messages	unlimited	19	---	---
Kilobyte Usage	kilobytes	unlimited	2184	---	---

Total Data **\$0.00**

Total Usage Charges **\$0.00**

P.O. BOX 105378
ATLANTA, GA 30348

Manage Your Account	Account Number	Date Due
My Verizon at www.verizonwireless.com	620556422-00001	09/13/09
	Invoice Number	6305876351

KEYLINE
/9852410056/

VALORI M STOICAN
PO BOX 1005
ALLYN, WA 98524-1005

Quick Bill Summary

Jul 19 - Aug 18

Previous Balance (see back for details)	\$380.66
Payment -- Thank You	-\$400.00
Credit Balance	-\$19.34
Monthly Access Charges	\$175.73
Usage Charges	
Voice	\$.00
Data	\$.00
Verizon Wireless' Surcharges and Other Charges & Credits	\$5.12
Taxes, Governmental Surcharges & Fees	\$11.40
Total Current Charges	\$192.25

It's Easy being Green
With Paperless Billing and AutoPay, you
can do your part for the environment,
save time and save on stamps.

Visit verizonwireless.com/myverizon

Total Charges Due by September 13, 2009 \$172.91

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	My Verizon at www.verizonwireless.com	1.800.922.0204 or *611 from your wireless

VE

Bill Date August 18, 2009
Account Number 620556422-00001
Invoice Number 6305876351

Total Amount Due by September 13, 2009

Make check payable to Verizon Wireless
Please return this remit slip with payment

\$172.91

\$.

PO BOX 660108
DALLAS, TX 75266-0108

/7526601085/



Check here and fill out the back of this slip if your billing address
has changed or you are adding or changing your email address.

6305876351010620556422000010000192250000172916

Ex A pg 5 of 6

Invoice Number Account Number Date Due Page
 6305876351 620556422-00001 09/13/09 14 of 19

Summary for Valori Stoican: 360-434-0004

Your Calling Plan

Nationwide Select Family Share Primary 1400
 \$110 \$4975 1107

(see pg 3)

Email & Web for BlackBerry

\$29.99 monthly access charge

Unlimited monthly kilobyte

Beginning on 03/20/09:

20% -- Feature Discount

Unl Night & Weekend Min

Unlimited monthly OFFPEAK

M2M National Unlimited

Unlimited monthly Mobile to Mobile

Unl Picture/Video MSG

Unlimited monthly PIX-FLIX

Unl Text Messaging

Unlimited monthly M2M TXT

Unlimited monthly TXT Message

Friends & Family -- Fs Sec

Charges

Monthly Access Charges

Current Calling Plan Add'l Line 08/19 -- 09/18	9.99
Current Data Plan 08/19 -- 09/18	29.99
20% -- Feature Discount 08/19 -- 09/18	-6.00
TEC Insurance -- Asurion 08/19 -- 09/18	5.99
VZ Navigator --Advanced Devices 08/19 -- 09/18	9.99
	\$49.96

Usage Charges

Voice	.00
Data	.00
	\$0.00

Verizon Wireless' Surcharges

Fed Universal Service Charge	.28
Regulatory Charge	.07
Administrative Charge	.92
	\$1.27

Taxes, Governmental Surcharges and Fees

WA State E911 Fee	.20
Mason Cnty 911 Surchg	.50
WA State Sales Tax	.73
Mason Cnty Sales Tax	.21
	\$1.64

Total Current Charges for 360-434-0004

\$52.87

Usage Charges

Voice		Allowance	Used	Billable	Cost
SharePlan	minutes	1400 (shared)	20	---	---
Mobile to Mobile	minutes	unlimited	83	---	---
Night/Weekend	minutes		7	---	---
Total Voice					\$0.00
Data					
TXT Messaging	messages	unlimited	831	---	---
Unlimited M2M TXT	messages	unlimited	708	---	---
PIX-FLIX Messaging	messages	unlimited	10	---	---
Kilobyte Usage	kilobytes	unlimited	440,167	---	---
Total Data					\$0.00
Total Usage Charges					\$0.00